

<p><b>TOWN OF HIGHLAND</b></p> <p>3333 Ridge Road          Highland, Indiana 46322          Phone: 219-838-1080          Fax: 219-972-5097</p>	<p><b>SPECIAL EVENT          CRAFT VENDOR          APPLICATION &amp; AGREEMENT</b></p>
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Have you provided vendor services in Highland in past years?    ☐ No    ☐ Yes    How many years? \_\_\_\_\_

What is the major character of handcraft or art work to be sold? Please do not reply "Same as last year."

Business Name of Vendor: \_\_\_\_\_  
 Business Mailing Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_  
 Business Cell Phone: \_\_\_\_\_  
 Business E-mail: \_\_\_\_\_  
 IRS Taxpayer Identification No. \_\_\_\_\_  
 Indiana Department of Revenue Sales Tax No. \_\_\_\_\_

I have read and understand regulations of the Town applicable to this special event (attached and incorporated herein by reference) and I agree to comply with the regulations. I understand failure to comply with the regulations may result in expulsion from the event without a refund. By my signature on this application, I agree to indemnify and hold harmless the Town of Highland, its employees, agents, representatives and volunteers from any liability and expense for any injury, property damage or other loss arising out of the use of the vendor exhibit space or activity in connection therewith.

Town of Highland:  
By: \_\_\_\_\_ Date: \_\_\_\_\_

**Town of Highland, Indiana**  
**2007 Fourth of July Special Event Regulations**

**Craft Vendor Schedule**

Tuesday, July 1st: 3 PM to 6 PM - Vendors assemble for setup, electrical and water hookups  
Wednesday, July 2nd: 4:00 PM to 10 PM  
Thursday, July 3<sup>rd</sup>: 4 to 12 PM  
Friday, July 4: Noon to 12:00 PM  
Saturday, July 5: Noon to 12:00 PM  
Sunday, July 6: Noon to 9:00 PM

**Vendor Application, Selection & Location Assignment**

1. Historically there have been more vendor applications than space available within Main Square Park for Highland's Fourth of July Event.
2. The Town will no longer be providing a craft vendor tent; vendors must bring their own tents for displaying their crafts within the dimensions of assigned space.
3. Application and contract forms have been mailed to last year's vendors and others who have expressed interest in providing services for this event. The remaining space will be assigned to vendors who will not duplicate craft items (exception jewelry vendors) sold by other vendors on a first-come, first-served basis.
4. Vendors shall pay the space rental fee upon submission of this application and agreement. Make checks payable to the "Town of Highland". Personal checks will be accepted only if Vendor agrees that Town may cash said check at the time of submission.
5. No refunds will be given to vendors asked to leave for cause or who choose to give up their tent space after June 28, 2008.
6. Regulations will be enforced daily. The Town reserves a right, to direct a vendor to remove any items determined to be inappropriate for a family event or to ask a vendor to leave the premises for failure to comply with the regulations.
7. Craft vendors shall assemble at the Gazebo at 3 PM on July 1<sup>st</sup>, for assignment of tent locations, electrical and water service hookups.
8. Sufficient electrical service will be provided to enable use of two (2) 60-watt lights per 12' x 12' space. Lights must be plugged into electrical outlets using heavy duty extension cord rated for severe service (Type S1 or S0). Electrical generators will not be allowed for craft tents. Devices requiring battery power larger than standard D batteries must be approved by the Fire Chief before they may be used.
9. Vehicle parking will be reserved for disabled persons and public safety security personnel on Highway Avenue between 5<sup>th</sup> Street and Delaware Avenue. The Town will provide temporary parking immediately adjacent to the craft tent staging areas for the unloading of equipment and commodities. Thereafter, it is the Vendor's responsibility to secure off site parking for vehicles during the entire term of the event.
10. Selling of goods outside of the hours of operation is not allowed.
11. No food or beverage of any kind can be sold by any craft vendor.
12. Security for the grounds of Main Square Park will be provided by the Highland Police Department during afternoon and midnight shifts. Non-sworn personnel will provide security during day shifts from 6 AM to 2 PM. The Town will do what it can to provide a secure environment for patrons and vendors, however the Town of Highland, its employees, contractors, agents, representatives and volunteers will be held harmless from any liability and expense for any injury, property damage or other loss arising out of the use of the vendor exhibit space or activity in connection therewith as a term of this Agreement.
13. This Agreement is for service rendered rain or shine. Town and/or Vendor each have a right to interrupt the performance of any duties hereunder in the event of inclement weather, safety, or any other conditions which Town or Vendor regards as hazardous. Any such

interruption, postponement or cancellation of services shall not affect the Town's space rental fees specified herein.

14. Vendor shall designate a person-in-charge as his representative to be responsible for decisions necessary to complete any and all aspects of this agreement. This person shall be on-site and fully available from the beginning of load-in through the completion of load-out. This person shall have full authority to make any and all final decisions without the need to consult others in the vendor's organization. This person shall be available or accessible by a cell phone starting 24 hours prior to load-in.
15. The Town of Highland is the "Festival Sponsor" as defined in regulations governing use of Main Square Park. If vendor's person-in-charge has any issue with the Town's performance of this agreement, he or she shall contact the Town of Highland.

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Highland, IN 46322  
Phone: 219-838-1080

16. Vendor is acting as an independent contractor in the performance of his duties herein. Town is not responsible for any workman compensation insurance of any kind for Vendor or Vendor's personnel. All expenses pertaining to Vendor's personnel, including but not limited to taxes, insurance, or any other expenses regarding Vendor's employees or personnel are the sole responsibility of the Vendor.
17. NO PART OF THIS DOCUMENT MAY BE CROSSED-OUT OR OTHERWISE ELIMINATED OR MODIFIED. Should any portion of this Agreement prove to be invalid, illegal or unenforceable, it shall not affect the balance of this Agreement. This Agreement is guided by and governed by the laws of the State of Indiana and shall be the place of execution and jurisdiction.
18. Should any litigation arise between the parties hereto regarding the performance of this Agreement, the prevailing party shall be compensated for whatever damages are awarded, plus reasonable attorney's fees by the other party.
19. This Agreement is the complete understanding between the parties and supersedes and replaces all previous agreements or representations both written and oral.

### **Regulations Governing Use of Main Square Park**

1. Items may be sold only from booths. Peddlers, solicitors and itinerant merchants are denied use of the park grounds during the time of festivals.
2. All amusement rides, booths, and trailers are to be removed from the park and street by 7 pm on the day after the end of the festival.
3. A representative of the Town must be on the grounds all days of the festival and one half hour before and one half hour after the official hours. A representative must also be on the grounds during official setup and takedown hours. A representative will be designated as the "person in charge."
4. Festival tents provided by the Park Department must be used for the general public to sit under.
5. No one shall be allowed in the gazebo storage area except as authorized by the Park Director. This area will be kept locked and a key provided to the Festival person in charge.
6. A representative of the Town shall enforce any/all rules to insure a safe and secure festival area.
7. Before commencing any activity on the premises, the operator of any amusement rides shall provide a certificate of general liability insurance in limits not less than \$5 million naming the Town of Highland, its employees, agents, representatives and volunteers as "an additional insured".
8. Before commencing any activity, all food vendors granted approval to operate on the premises shall provide a certificate of general liability insurance in limits not less than \$1

million naming the Town of Highland, its employees, agents, representatives and volunteers as "an additional insured".

9. All advertising for the festival shall specify that dogs and bicycles will not be allowed on the park grounds during the festival, except for a dog assisting a blind person. Metal signs (minimum 4 provided by Town) shall be placed in the park showing "NO dogs or bikes allowed in park during festival."
10. All equipment and facility needs requested of the Parks & Recreation Department shall be made two (2) weeks in advance.
11. No set up of rides, booths or trailers may take place prior to 48 hours before the designated start of the festival. Sponsor agrees to expel any violators from the grounds.
12. Festival Sponsor shall secure sufficient portable restrooms and hand washing stations and insure that they are inspected hourly during all festival hours of operation. They are to be set up so that delivery truck does not leave paved area.
13. No set up of booths/trailers/etc. shall take place during the official festival hours.
14. Festival Sponsor shall be responsible for trash and litter removal from the park and washing down all picnic tables each day prior to the official festival hours. The festival shall also insure that litter is picked up during the official festival hours.
15. All signs from exhibitors or food booths must be attached to the booth.
16. Festival Sponsor shall be responsible to insure that NO vehicles are allowed on the park grounds except amusement rides and food trailers. Amusement ride operators may not park private cars or trucks on the park grounds. There is no overnight camping allowed on the premises by amusement ride operators, craft or food vendors.
17. The Festival Sponsor shall insure that the Festival rules include "No parking" area on 5th Street shall be used as a drop-off location only. Cars shall be in this area for no more than 20 minutes.
18. Grease and charcoal shall be placed in containers (after cooling) and then placed in the marked barrels.
19. No generators will be allowed in booths or trailers (except amusement rides which shall insure that the equipment is properly secured).
20. Fire and Health Department rules and regulations shall be included in the Festival information.  
Festival Sponsor shall be responsible for parking lot security and for providing adequate handicap parking.
21. Festival Sponsor shall insure that all electrical systems shall not be overloaded. Specific amperage limits must be placed on each booth and inspected by licensed electrician each evening during festival hours.
22. Festival Sponsor shall insure that any electrical hook-ups directly into the electrical systems must be made by a properly licensed electrician.
23. Food trailers are to be limited to 40 amp of service per trailer space. All trailers must have a minimum of 150' extension cord of sufficient size for amperage. No cords (electrical, water, etc.) may be left in walking area.
24. The Festival Sponsor agrees to remove any vendor that does not conform to these regulations.
25. Booths may sell only from one side of the space.
26. Event patrons shall not be directed to park on private property without the consent of the property owner.
27. Dunk tanks must be set up in a manner to restrict any chance of the public or private property being hit by a ball.
28. Insulation shall be placed under cooking heat that is within two feet of the ground to protect the grass from burning.
29. Political candidate signs are not allowed.
30. No games of chance are allowed. (Games involving "skill" are permitted).
31. Each food booth must have a 40 lb fire extinguisher.
32. All tarps that cover booths with cooking or lighting must be made of non-flammable materials and must have a label on the tarp from the manufacturer stating that it is non-flammable.
33. LP Gas containers must be installed & maintained in approved manner.

## **Fire Code Regulations Governing Craft Special Events**

### ***A. Fire department access roads shall be provided per Article 503 of the Fire Code.***

1. Access roads shall be a minimum of 20' wide and vertical clearance of 13'6" (503.2.1)
2. Dead ends on access roads shall not exceed 150' (503.2.5). No vehicles except emergency vehicles shall be permitted on the midway during operating hours. (316.4.6)
3. Access roads shall not be obstructed with vehicles or width diminished (503.4)
4. Access roads shall be capable of supporting the load of a fire apparatus (503.2.3)

### ***B. Fire appliance shall be provided as required by the Fire Chief.***

5. Maximum travel distance throughout the midway to a fire extinguisher shall be no more than 75 feet. (316.2.3.2)
6. Fire extinguishers a minimum 40 BC shall be provided at any deep fryers on site. (316.3.2)
7. Fire extinguishers shall be provided at each internal combustion power source with a minimum 2A-10 BC rating. (316.4.4)
8. All cooking areas/canopies/tents require a fire extinguisher.

### ***C. Electrical equipment and installation shall meet the requirements of the Indiana Electric Code (675IAC 17)***

9. Extension cords shall be rated for severe service (S1 or S0).
10. Extension cords shall not create a trip hazard.
11. Lighting fixtures shall be approved for outdoor use.
12. Clip-on shielded; or unshielded lights are prohibited.
13. Exposed light bulbs shall be protected with an approved cage.
14. Electrical systems shall not exceed their designed load.

### ***D. All canopies and tents 400 square feet and over shall comply with this Article***

15. Canopies less than 400 sq. ft. and tents less than 200 sq. ft. that are not used for cooking, are not subject to regulations under these provisions.
16. Surfaces shall be shielded from public contact.
17. Tents/canopies must bear the mark or seal of the California State Fire Marshal or a label sewn into the tent that states the tent meets NFPA 701 or California State Fire Marshal rules.
18. Hinges, awning, and braces must be safety keyed. Nails shall not be used.
19. No smoking is permitted in a tent. No smoking signs shall be posted. (2406.5)

### ***H. MARKING AND LIGHTING OF EXITS; MEANS OF EGRESS IN TENTS/CANOPIES***

20. Exit signs shall be installed in any tent or canopy with an occupant load of 50 or more. Directional signs shall be provided to clearly indicate the path of exit. (2410.6)
21. Exit signs shall be self-luminous or have two separate circuits, one of which is dedicated solely to the exit light system in any tent with an occupant load of more than 49. Emergency light can be used for this purpose for tents/canopies with an occupant load of 299 or less.
22. Battery powered emergency lights shall be provided in any tent with an occupant load of more than 100, but less than 300.
23. Two separate sources of power shall be provided to exit lights in tents with occupant loads 300 and higher.
24. The required width of exits aisles and passageways shall be maintained clear at all times to the public way. Guide wires, ropes, and other support members shall not cross the width of exit at a height of less than 8'. (2410.8)
25. Exits shall be spaced evenly around the perimeter of a tent/canopy and located such that all points are less than 100' to an exit. (403.1)
26. An emergency plan shall be developed for each tent or canopy with an occupant load of 10 or more and submitted to the Special Event Committee upon application for the

- permit. (403.1). For events sponsored by the Town of Highland, this is the responsibility of the Park & Recreation Department.
27. The plan shall include emergency vehicle ingress, fire & EMS protection provisions. The method of directing attendees and vehicles, vendor behavior, and parking requirements shall be spelled out in the plan. The need for law enforcement, fire, and EMS personnel shall be evaluated by the Special Event Committee before the permit is granted. (403.2)

**I. RESTROOM FACILITIES:**

28. Restroom Facilities (Portable Bathrooms) shall be provided as required by the Indiana Building Code, Chapter 29, Plumbing Systems, Table No. 2, Minimum Number of Plumbing Facilities.
29. Facilities for non-beer garden shall be figured at a ratio of 1 to 150 male and 1 to 75 female based on the anticipated occupant load of the event.
30. An adequate number of hand washing stations shall also be provided at a ratio of 1 facility for every 75 people, based on the occupant load.

### **FIRE CODE COMPLIANCE CHECKLIST**

- ☐ Fire extinguishers shall be located and readily accessible at exits to tents, booths and vendor facilities. An 8 pound fire extinguisher rated at 2A-10BC, shall be provided for all cooking areas except deep fat frying. A fire extinguisher K-rated is recommended for all deep fat frying areas.
- ☐ Adequate exiting and escape paths shall be provided as determined by the Fire Chief or his designee.
- ☐ Fire retardant and/or flame resistant documentation is required for all tents, canopies, fabric, decorations, etc.
- ☐ Physical guards, fencing or enclosure shall be provided around solid fuel cooking sites and generators, including vehicular mounted generators.
- ☐ LP or other gas cylinders shall be stored in an upright position and secured to prevent accidental tipping. (10' minimum separation from tents).
- ☐ Good general housekeeping shall be maintained.
- ☐ Exit paths shall be clear of tripping hazards and obstructions.
- ☐ Minimum distance requirements to adjacent tents and structures, cooking appliances, open flames, generators, shall be adhered to.
- ☐ Temporary lighting systems must be approved.
- ☐ Chair and table spacing requirements must be met.
- ☐ No-smoking signs posted under all tents.
- ☐ Emergency/Exit lighting requirements apply.